

1 denervations.

2 A. Okay.

3 Q. And I understand -- I'm not asking you for
4 an exact number.

5 A. Okay.

6 Q. And if you don't know, just say that. But
7 my question is what's your estimate of the percentage
8 of revenues that are attributable to epidural steroid
9 injections?

10 A. I probably -- I can't answer that for sure.

11 Q. And St. Thomas Neurosurgical provides
12 epidural steroids to patients in exchange for money;
13 correct?

14 A. That is correct.

15 Q. And it's a for-profit entity, St. Thomas
16 Neurosurgical; is that correct?

17 A. That is correct.

18 Q. Now, you understand that a steroid, which
19 is at issue in this litigation is known as -- I might
20 mispronounce it and if I do, I apologize. But I say
21 methylprednisolone acetate. Have I said it correctly?

22 A. Yes.

23 Q. And it's abbreviated MPA; is that correct?

24 A. That is correct.

25 Q. Who is it that decided that St. Thomas

1 Neurosurgical would purchase MPA from New England
2 Compounding Center, what we call NECC?

3 A. That was -- after conferring with Dr.
4 Culclasure, it was his decision and my decision.

5 Q. So other than you and Dr. Culclasure, were
6 there any other persons employed by Howell Allen
7 Clinic or St. Thomas Neurosurgical or any of the
8 other -- well, any other persons other than you and
9 Dr. Culclasure who made that decision?

10 A. No.

11 Q. Why did you and Dr. Culclasure decide that
12 St. Thomas Neurosurgical would buy MPA from NECC?

13 A. There was a shortage of MPA. MPA also from
14 NECC offered a true preservative-free in their
15 steroid.

16 Q. All right. Any other reasons?

17 A. Those are the main reasons.

18 Q. Price was not a primary factor; is that
19 true?

20 A. That's true.

21 Q. Tell us about the shortage.

22 A. We had ordered from our other vendor and
23 were unable to get the quantity that we needed.

24 Q. Okay. Who was your other vendor?

25 A. We were using Clint.

1 Q. All right. Well, did you understand that
2 the purpose of having a preservative in MPA was to
3 preserve the sterility and safety of the solution?

4 A. You put -- there are multiple medications
5 that are preservative-free on the market.

6 Q. That wasn't my question. My question was:
7 Did you understand that the function of having a
8 preservative in MPA was to preserve the sterility and
9 safety of the solution?

10 A. Yes, especially on a multidose vial.

11 Q. And that's -- the same would be true on a
12 single-dose vial; correct?

13 A. I cannot answer on that. But you -- I know
14 you have preservatives for a multidose vial.

15 Q. Well, as I understand it, your clinic was
16 providing either Depo-Medrol or generic MPA to
17 patients before you and Dr. Culclasure decided to
18 switch to NECC as your supplier of MPA in June of
19 2011; is that correct?

20 A. We had other suppliers.

21 Q. Right.

22 A. Correct, we did.

23 Q. And those other suppliers, CuraScript and
24 Clint Pharmaceutical, they were supplying at times
25 brand name Depo-Medrol which is a drug made by Pfizer;

1 A. That would be correct.

2 Q. And you reviewed this information before
3 you started ordering from NECC; is that true?

4 A. That is true.

5 Q. How many conversations did you have with
6 Dr. Culclasure regarding whether it was a good idea to
7 start ordering the truly preservative-free MPA from
8 this New England Compounding Center?

9 A. I have no idea.

10 Q. What would be your best estimate?

11 A. I don't know. I would say several.

12 Q. Well, are you able to give us a number of
13 how many conversations or even estimate a number?

14 A. I would say probably four, five.

15 Q. Over what period of time?

16 A. Probably several weeks.

17 Q. Why did you talk to him four or five times?

18 A. The shortage that we were having.

19 Q. Were you concerned about the shortage?

20 A. Yes, I was.

21 Q. Were you concerned that if -- if you didn't
22 have enough MPA to inject into patients it could hurt
23 the company's revenues?

24 A. Not the company's revenue. We would not be
25 able to treat the patients for their pain.

1 Q. So revenue was not a concern in the least
2 when you learned about this so-called shortage; is
3 that true?

4 A. If we can't do procedures, then I have to
5 lay off staff. We can't take care of our patients.

6 Q. So does that mean, yes, you were concerned
7 about revenues?

8 A. Well, then, yes, from that aspect of it.

9 Q. Other than Dr. Culclasure, did you speak
10 with anyone else about whether it would be wise to
11 purchase materials from NECC?

12 A. Not that I recall.

13 Q. Did you have any conversations with anybody
14 at St. Thomas Hospital?

15 A. No.

16 Q. Did you have any conversations with anyone
17 on the board of St. Thomas Neurosurgical?

18 A. Regarding?

19 Q. Regarding switching to NECC.

20 A. No.

21 Q. Did you have any conversations with any of
22 the neurosurgeons at Howell Allen Clinic?

23 A. No.

24 Q. And at the time you and Dr. Culclasure made
25 the decision to start purchasing this material from

1 injected. I'm not following you.

2 Q. Did you understand that if you're injecting
3 a solution into the epidural space, it is particularly
4 important that that solution be safe and sterile?

5 A. Yes.

6 Q. And did you understand that if the solution
7 was not safe and sterile, the patient could contract a
8 disease such as meningitis and die?

9 A. That would be true.

10 Q. And so what did you and Dr. Culclasure do
11 in order to make sure that the solution that you were
12 ordering from NECC would be safe and sterile before
13 your clinic began injecting it into the spinal columns
14 of patients?

15 A. NECC provided us literature showing that
16 they had met the regulations.

17 Q. Okay. So other than reading NECC's
18 literature and accepting it all as true, all at face
19 value, did you do anything to verify the accuracy of
20 any of NECC's statements?

21 A. I don't do that on any of the products.

22 Q. So is the answer no, you did nothing to
23 verify the accuracy of any of the literature provided
24 to you by NECC?

25 A. No, I did not. Did not feel it was

1 but I don't remember the content of it.

2 Q. Do you remember having those conversations
3 with Dr. Culclasure in 2010, let's say, six months
4 before you started doing business with NECC?

5 A. I don't recall.

6 Q. Do you recall for how long prior to doing
7 business with NECC that Dr. Culclasure had expressed
8 to you concerns about using a steroid with
9 preservative in it for ESIs?

10 A. No.

11 Q. Now, Mr. Volan asked you -- asked you
12 questions today about everybody that you talked to in
13 connection with making the decision to buy drugs from
14 NECC. Do you remember that?

15 A. Yes.

16 Q. And you never mentioned in those -- you
17 never mentioned in response to those questions that
18 you had any communications with your pharmacy
19 consultant, Mr. O'Neil, about the decision to buy
20 drugs from NECC; correct?

21 A. I did not respond to that.

22 Q. Right. You didn't talk to Mr. O'Neil about
23 the decision to buy drugs from NECC, did you?

24 MR. GIDEON: If it -- if -- if you
25 had any discussions with Mr. O'Neil in

1 connection with a quality improvement
2 committee, then that is privileged in
3 Tennessee.

4 THE WITNESS: Okay.

5 MR. GIDEON: And you can't answer it.
6 If it wasn't in connection with quality
7 improvement, then you can; okay?

8 THE WITNESS: Okay.

9 Q. (By Mr. Rehnquist) Did you have any
10 conversations with Mr. O'Neil about the decision to
11 buy drugs from NECC?

12 A. It's -- that's quality.

13 Q. So is the -- is the answer that you did
14 have communications with him?

15 MR. GIDEON: She's not going to
16 answer the question.

17 THE WITNESS: The answer is I'm not
18 going to answer.

19 MR. REHNQUIST: She's not going to
20 tell me whether or not she had
21 communications with Mr. O'Neil on the
22 subject?

23 MR. GIDEON: Right.

24 Q. (By Mr. Rehnquist) And you're not going to
25 tell me whether or not you had communications with

1 Mr. O'Neil on the subject of NEC's patient name
2 request; correct?

3 MR. GIDEON: Same.

4 Q. (By Mr. Rehnquist) You're not going to
5 tell me whether or not?

6 A. No, sir.

7 Q. And that's on the basis of this privilege
8 that your lawyer has advised you about?

9 A. That is correct.

10 Q. Now, you don't have a pharmacist in-house
11 do you --

12 A. No, sir.

13 Q. -- at STOPNC?

14 And you're not a pharmacist?

15 A. No, I'm not.

16 Q. And that's why you have a pharmacy
17 consultant; correct?

18 A. That is correct.

19 Q. Mr. O'Neil is STOPNC's source of pharmacy
20 expertise; correct?

21 A. Yes.

22 Q. And you filed an affidavit in court under
23 oath about that relationship with Mr. O'Neil, didn't
24 you?

25 A. I don't remember. I --